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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

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WEIGANG WANG and HAILONG YU, *individually and on behalf of others similarly situated,*

Plaintiffs,

-against-

CHAPEI LLC d/b/a Wok Empire, SAKER SHOPRITES, INC., SAKER HOLDINGS CORP., CHA LEE LO, and JOHN DOES #1-10

Defendants.

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Case No: 15-cv-02950

COLLECTIVE ACTION UNDER 29 U.S.C. § 216(B) & F.R.C.P. RULE 23 CLASS ACTION

AFFIDAVIT OF HAILONG YU IN SUPPORT OF PLAINTIFFS' MOTION FOR CONDITIONAL COLLECTIVE CERTIFICATION

I, HAILONG YU, being duly sworn and under penalty of perjury, deposes and states as follows:

1. I am a resident of Queens, New York, and I am over 18 years of age.

2. I have personal knowledge of the matters stated below.

3. On or about August 2010, I was hired by Wang Yong on behalf of Cha Lee Lo, who officially hired me.

4. From on or about August 2010 to July 2013, I was employed by CHAPEI LLC d/b/a Wok Empire d/b/a Wok Empire, SAKER SHOPRITES, INC. d/b/a ShopRite, and SAKER HOLDINGS CORP. d/b/a ShopRite as a food preparer and chef of Wok Empire in the International Food Court.

5. Wok Empire is a Chinese chain that operates exclusively within the Saker

ShopRite Internal Food Court in New Jersey.

6. Throughout my employment by CHAPEI LLC d/b/a Wok Empire, SAKER SHOPRITES, INC. d/b/a ShopRite, and SAKER HOLDINGS CORP. d/b/a ShopRite I have been assigned to work at Wok Empire within the International Food Court of the following Saker ShopRite supermarket locations in New Jersey:

a. ShopRite of Aberdeen: 318 Lloyd Road, Aberdeen, New Jersey 07747;

b. Shoprite of Middletown: Route 35 & Harmony Road, Middletown, NJ 07748;

c. Shoprite of Somerville: 1 South Davenport Street, Somerville, NJ 08876;

d. Shoprite of Woodbridge: 877 St George Ave, Woodbridge, NJ 07095, and

e. five (5) additional ShopRite locations.

7. The food preparers and cooks of Wok Empire work exclusively within the Internal Food Court section within ShopRite supermarkets.

8. All employees, including myself, start off as food preparers and are then trained to performed work as a cook.

9. Myself and other employees were often transferred amongst the locations depending on how well that location was doing. Low performing locations would have employees transferred out to busier ones. Employees would often get switched to another location approximately every six months.

10. There is no signage outside of ShopRite supermarkets informing customers of the existence of Wok Empire.

11. ShopRite customers buy Chinese and Japanese food prepared/ cooked by Wok Empire labeled as ShopRite food once the food is weighed at ShopRite counters with a ShopRite receipt.

12. My duties for Defendants required neither discretion nor independent judgment.

13. I was initially paid a flat rate of one thousand three hundred dollars ($1300) per month.

14. I received periodically raises. My last raise was in April 2012, when I began to be paid two thousand two hundred dollars ($2200) per month.

15. I was never informed of my hourly pay rate.

16. I was not compensated at one-and-one half of my calculated hourly wage for all hours I worked over forty (40) hours each week.

17. Throughout my employment with Wok Empire at ShopRite, I worked from 09:00-19:00 for ten (10) hours a week for six (6) days, with one day off (not fixed), for sixty (60) hours per week.

18. Throughout my employment with Wok Empire at ShopRite, I was given around five (5) minutes to eat breakfast and lunch, but otherwise, I was not given a break.

19. I have never saw a notification, either in the form of posted notices or other means regarding overtime and minimum wages under the FLSA.

20. Defendants have never provided me with a written notice, in English and in Mandarin, of my rate of pay, employer's regular pay day, and such other information as required by the NJWHL.

21. I know that it is Wok Empire's policy to not pay food preparers and cooks overtime because I have talked with other food preparers and cooks at Wok Empire who told me that they are also not paid overtime.

22. While Wang Yong was the person who hired me, I was approached for

employment through an employment agency in Flushing on Main Street in front of the New World Mall.

23. Many employees of the Defendants were approached through this same agency. At times, one to three people would show up at work to start working coming from that agency.

24. Throughout my employment with Defendants, I lived in a dorm located at 400 Foothill Rd., Bridgewater, NJ 08807 with other employees. There were often twenty or more employees that lived at this dorm at a time. Most rooms at the dorm were shared by three to four employees. There was a high turnover of roommates due to the high turnover over employees.

25. Myself and the other employees were driven from the dorm to one of the several ShopRite stores by either Manager Wang Yong, Boss Cha Lee Lo, Lo's mother-in-law, or Lo's father-in-law.

26. Besides the other named Plaintiff, Weigang Wang, I have spoken with Jianhua Li, Mr. Zhuo, Guangyou Zhao, Liangjai Tong, and Diangui Gao who were each was first a food preparer and then a cook at Wok Empire International Food Court within the ShopRite supermarket. Each of them were also paid every month, worked six days a week, worked ten hours a day, with the same amount of time to eat meals, with no one receiving notice of their rate of pay, and everyone receiving a starting salary in the range of $1,300 - $1,900 per month with occasional raises.

27. Liangjai Tong was one of my co-workers. He was about 30 years old, stood at about five feet and eight inches tall, weighed about one-hundred and eighty pounds, and wore glasses.

28. Jianhua Li was one of my co-workers. He was over 50 years old, stood at about one hundred and seventy centimeters, weight about one-hundred and fifty-five pounds, and appeared somewhat bulky.

29. Guangyou Zhao was one of my co-workers. He was over 30 years old, stood at about five feet and six inches, weighed about one hundred and twenty pounds and was quite skinny.

30. Diangui Gao was one of my co-workers and is still employed by Defendants. He is over forty years old, stands at about one hundred and seventy centimeters. He came from "Dongbei," which refers to the northeast part of China. He worked on the same schedule as me. In fact, I was the person who trained Mr. Gao when he began employment by Defendants. At one point, Mr. Gao was my roommate in my dorm and we would often talk about the details of our employment when we were in the room together. Mr. Gao's starting pay was around the range of $1,500 - $1,600 per month.

31. I sincerely hope that this Court allows me to represent the interest of my co-workers in this action. These Defendants exploited me and my co-workers, and it is my hope that we will be permitted to recover wages that we are owed.

32. Therefore, I submit my affidavit in support of Plaintiffs' Motion for Conditional Class Certification.

33. This document has been translated to me in my native language of Mandarin, and I fully comprehend the contents.

Dated: March 13, 2017

HAILONG YU

Sworn to me this 13th day of March, 2017

Notary Public

JOHN TROY
Notary Public, State of New York
No. 02TR6121824
Qualified in Queens County
Commission Expires 0412, 2021